

Regina A. Petty (SBN 106163)
rpetty@laborlawyers.com
FISHER & PHILLIPS LLP
4747 Executive Drive, Suite 1000
San Diego, California 92121
Tel: (858) 597-9600
Fax: (858) 597-9601

Katarzyna W. Nowak (SBN 256977)
knowak@laborlawyers.com
FISHER & PHILLIPS LLP
One Embarcadero Center, Suite 2050
San Francisco, California 94111
Tel: (415) 490-9000
Fax: (415) 490-9019

Attorneys for Defendant, BOBBY O. HAYNES SR. and CAROL R. HAYNES FAMILY
LIMITED PARTNERSHIP dba McDONALD'S (Erroneously Sue as "Bobby O. Haynes and
Carole R. Haynes Family Limited Partnership d/b/a McDonald's")

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO

GUADALUPE SALAZAR, GENOVEVA
LOPEZ, and JUDITH ZARATE, on behalf of
themselves and all others similarly situated,

Plaintiffs,

vs.

MCDONALD'S CORP., a corporation,
MCDONALD'S U.S.A., LLC, a limited
liability company, MCDONALD'S
RESTAURANTS OF CALIFORNIA, INC., a
corporation, BOBBY O. HAYNES AND
CAROLE R. HAYNES FAMILY LIMITED
PARTNERSHIP d/b/a MCDONALD'S a
limited partnership, and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 3:14-cv-02096-JCS

*Removed from Alameda County Superior
Court, Case No. RG14717081, Hon. Wynne
Carvill*

[CLASS ACTION]

**ANSWER OF DEFENDANT BOBBY O.
HAYNES AND CAROL R. HAYNES
FAMILY LIMITED PARTNERSHIP TO
PLAINTIFFS' FIRST AMENDED
COMPLAINT**

Complaint Filed: March 12, 2014
Amended Complaint Filed: November 7, 2014
Trial Date: Not Set

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DOCKET NO. 3:14-cv-02096-JCS

HAYNES FAMILY LTD PARTNERSHIP ANSWER TO FIRST AMENDED COMPLAINT

1 Comes now Defendant Bobby O. Haynes Sr. and Carol R. Haynes Family Limited
2 Partnership d/b/a McDonald's, severing itself from all other parties and answers Plaintiffs' First
3 Amended Complaint as follows:

4 **INTRODUCTION**

5 1. In response to paragraph 1 of the Complaint, Defendant denies that it failed to
6 pay all wages due to any employee. Defendant does not admit or deny the statements,
7 conclusions or argument set forth in the paragraph which do not constitute allegations of fact
8 sufficient to state a claim.

9 2. In response to paragraph 2 of the Complaint, Defendant denies that it failed to
10 pay all wages due to any employee. Defendant does not admit or deny the statements,
11 conclusions or argument set forth in the paragraph which do not constitute allegations of fact
12 sufficient to state a claim.

13 3. In response to paragraph 3 of the Complaint, Defendant denies that it failed to
14 pay all wages due to any employee. Defendant does not admit or deny the statements,
15 conclusions or argument set forth in the paragraph which do not constitute allegations of fact
16 sufficient to state a claim.

17 4. In response to paragraph 4 of the Complaint, Defendant denies that it failed to
18 pay all wages due to any employee. Defendant does not admit or deny the statements,
19 conclusions or argument set forth in the paragraph which do not constitute allegations of fact
20 sufficient to state a claim. Defendant denies that it failed to pay minimum wage or above and
21 any other applicable pay to Defendant's employees.

22 5. In response to paragraph 5 of the Complaint, Defendant denies that it failed to
23 pay all wages due to any employee. Defendant does not admit or deny the statements,
24 conclusions or argument set forth in the paragraph which do not constitute allegations of fact
25 sufficient to state a claim. Defendant denies that McDonald's controls the terms or conditions of
26 employment of Defendant's employees.

27 6. In response to paragraph 6 of the Complaint, Defendant denies that it failed to
28 pay all wages due to any employee. Defendant does not admit or deny the statements,

1 conclusions or argument set forth in the paragraph which do not constitute allegations of fact
2 sufficient to state a claim. Defendant denies that it failed to pay minimum wage or above and
3 any other applicable pay to Defendant's employees.

4 7. In response to paragraph 7 of the Complaint, Defendant denies that it failed to
5 pay all wages due to any employee. Defendant does not admit or deny the statements,
6 conclusions or argument set forth in the paragraph which do not constitute allegations of fact
7 sufficient to state a claim. Defendant denies that it failed to pay minimum wage or above and
8 any other applicable pay to Defendant's employees.

9 **PARTIES**

10 8. In response to paragraph 8 of the Complaint, Defendant is informed and believes
11 that the allegations are true and that the alleged wage rate is approximately correct.

12 9. In response to paragraph 9 of the Complaint, Defendant is informed and believes
13 that the allegations are true.

14 10. In response to paragraph 10 of the Complaint, Defendant is informed and
15 believes that the allegations are true.

16 11. In response to paragraph 11 of the Complaint, Defendant denies that it failed to
17 pay all wages due to any employee. Defendant denies that it failed to pay minimum wage or
18 above and any other applicable pay to Defendant's employees. Defendant does not admit or
19 deny the statements, conclusions or argument set forth in the paragraph which do not constitute
20 allegations of fact sufficient to state a claim.

21 12. In response to paragraph 12 of the Complaint, Defendant does not admit or deny
22 the statements, conclusions or argument set forth in the paragraph which do not constitute
23 allegations of fact sufficient to state a claim.

24 13. In response to paragraph 13 of the Complaint, Defendant does not admit or deny
25 the statements, conclusions or argument set forth in the paragraph which do not constitute
26 allegations of fact sufficient to state a claim.

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1 14. In response to paragraph 14 of the Complaint, Defendant does not admit or deny
2 the statements, conclusions or argument set forth in the paragraph which do not constitute
3 allegations of fact sufficient to state a claim.

4 15. In response to paragraph 15 of the Complaint, Defendant does not admit or deny
5 the statements, conclusions or argument set forth in the paragraph which do not constitute
6 allegations of fact sufficient to state a claim.

7 16. In response to paragraph 16 of the Complaint, Defendant admits the allegations.

8 17. In response to paragraph 17 of the Complaint, Defendant admits they are
9 owners.

10 18. In response to paragraph 18 of the Complaint, Defendant does not admit or deny
11 the statements, conclusions or argument set forth in the paragraph which do not constitute
12 allegations of fact sufficient to state a claim.

13 19. In response to paragraph 19 of the Complaint, Defendant does not admit or deny
14 the statements, conclusions or argument set forth in the paragraph which do not constitute
15 allegations of fact sufficient to state a claim.

16 20. In response to paragraph 20 of the Complaint, Defendant does not admit or deny
17 the statements, conclusions or argument set forth in the paragraph which do not constitute
18 allegations of fact sufficient to state a claim.

19 21. In response to paragraph 21 of the Complaint, Defendant admits the allegations.

20 **JURISDICTION AND VENUE**

21 22. In response to paragraph 22 of the Complaint, Defendant does not admit or deny
22 the statements, conclusions or argument set forth in the paragraph which do not constitute
23 allegations of fact sufficient to state a claim.

24 23. In response to paragraph 23 of the Complaint, Defendant admits the allegations.

25 **GENERAL FACTUAL ALLEGATIONS**

26 24. In response to paragraph 24 of the Complaint, Defendant has insufficient
27 information or belief to admit or deny any remaining allegations and, on that basis, denies the
28 allegations.

1 25. In response to paragraph 25 of the Complaint, Defendant denies each and every
2 allegation contained therein.

3 26. In response to paragraph 26 of the Complaint, Defendant denies that it failed to
4 pay all wages due to any employee. Defendant denies that it failed to pay minimum wage or
5 above and any other applicable pay to Defendant's employees. Defendant does not admit or
6 deny the statements, conclusions or argument set forth in the paragraph which do not constitute
7 allegations of fact sufficient to state a claim.

8 27. In response to paragraph 27 of the Complaint, Defendant denies that
9 McDonald's jointly operates Defendant's restaurants.

10 28. In response to paragraph 28 of the Complaint, Defendant denies each and every
11 allegation contained therein.

12 29. In response to paragraph 29 of the Complaint, Defendant denies that it failed to
13 pay all wages due to any employee. Defendant denies that it failed to pay minimum wage or
14 above and any other applicable pay to Defendant's employees. Defendant denies that
15 McDonald's controls the terms or conditions of Employment of Defendant's employees.
16 Defendant denies that McDonald's jointly operates Defendant's restaurants.

17 30. In response to paragraph 30 of the Complaint, Defendant denies that it failed to
18 pay all wages due to any employee. Defendant denies that it failed to pay minimum wage or
19 above and any other applicable pay to Defendant's employees. Defendant denies that
20 McDonald's controls the terms or conditions of Employment of Defendant's employees.
21 Defendant denies that McDonald's jointly operates Defendant's restaurants.

22 **A. Plaintiffs' Work as McDonald's Crew Members**

23 31. In response to paragraph 31 of the Complaint, Defendant has insufficient
24 information or belief to admit or deny any remaining allegations and, on that basis, denies the
25 allegations.

26 32. In response to paragraph 32 of the Complaint, Defendant has insufficient
27 information or belief to admit or deny any remaining allegations and, on that basis, denies the
28 allegations.

33. In response to paragraph 33 of the Complaint, Defendant has insufficient information or belief to admit or deny any remaining allegations and, on that basis, denies the allegations.

34. In response to paragraph 34 of the Complaint, Defendant denies each and every allegation contained therein.

B. Defendants' Wage Theft

Alteration of Time Records

35. In response to paragraph 35 of the Complaint, Defendant admits that it has an electronic timekeeping program. Defendant denies that McDonald's controls the terms or conditions of employment of Defendant's employees. Defendant denies that McDonald's jointly operates Defendant's restaurants.

36. In response to paragraph 36 of the Complaint, Defendant admits the allegations.

37. In response to paragraph 37 of the Complaint, Defendant admits the allegations.

38. In response to paragraph 38 of the Complaint, Defendant denies each and every allegation contained therein.

a. In response to paragraph 38a of the Complaint, Defendant denies each and every allegation contained therein.

b. In response to paragraph 38b of the Complaint, Defendant denies each and every allegation contained therein.

c. In response to paragraph 39c of the Complaint, Defendant denies each and every allegation contained therein.

d. In response to paragraph 39d of the Complaint, Defendant denies each and every allegation contained therein.

e. In response to paragraph 39e of the Complaint, Defendant denies each and every allegation contained therein.

Off-the-Clock Work

39. In response to paragraph 39 of the Complaint, Defendant denies each and every allegation contained therein.

1 40. In response to paragraph 40 of the Complaint, Defendant denies each and every
2 allegation contained therein.

3 41. In response to paragraph 41 of the Complaint, Defendant denies each and every
4 allegation contained therein.

5 42. In response to paragraph 42 of the Complaint, Defendant denies each and every
6 allegation contained therein.

7 Missed, Late and Shortened Meal Periods and Rest Breaks

8 43. In response to paragraph 43 of the Complaint, Defendant denies each and every
9 allegation contained therein.

10 44. In response to paragraph 44 of the Complaint, Defendant has insufficient
11 information or belief to admit or deny any remaining allegations and, on that basis, denies the
12 allegations.

13 45. In response to paragraph 45 of the Complaint, Defendant denies each and every
14 allegation contained therein.

15 46. In response to paragraph 46 of the Complaint, Defendant denies each and every
16 allegation contained therein.

17 47. In response to paragraph 47 of the Complaint, Defendant denies each and every
18 allegation contained therein.

19 48. In response to paragraph 48 of the Complaint, Defendant denies each and every
20 allegation contained therein.

21 49. In response to paragraph 49 of the Complaint, Defendant denies each and every
22 allegation contained therein.

23 50. In response to paragraph 50 of the Complaint, Defendant denies each and every
24 allegation contained therein.

25 51. In response to paragraph 51 of the Complaint, Defendant denies each and every
26 allegation contained therein.

27 52. In response to paragraph 52 of the Complaint, Defendant denies each and every
28 allegation contained therein.

53. In response to paragraph 53 of the Complaint, Defendant denies each and every allegation contained therein.

54. In response to paragraph 54 of the Complaint, Defendant denies each and every allegation contained therein.

Failure to Pay Overtime Rates

55. In response to paragraph 55 of the Complaint, Defendant denies each and every allegation contained therein.

56. In response to paragraph 56 of the Complaint, Defendant denies each and every allegation contained therein.

57. In response to paragraph 57 of the Complaint, Defendant denies each and every allegation contained therein.

Failure to Keep Accurate Records and Provide Accurate Itemized Wage Statements

58. In response to paragraph 58 of the Complaint, Defendant denies each and every allegation contained therein.

59. In response to paragraph 59 of the Complaint, Defendant denies each and every allegation contained therein.

Failure to Indemnify Employees for Necessary Expenses

60. In response to paragraph 60 of the Complaint, Defendant denies each and every allegation contained therein.

Retaliation

61. In response to paragraph 61 of the Complaint, Defendant admits that crew members wear uniforms and denies each and every other remaining allegation contained therein.

62. In response to paragraph 62 of the Complaint, Defendant denies each and every allegation contained therein.

63. In response to paragraph 63 of the Complaint, Defendant denies each and every allegation contained therein.

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C. McDonald's System and McDonald's Franchise

64. In response to paragraph 64 of the Complaint, Defendant denies each and every allegation contained therein.

65. In response to paragraph 65 of the Complaint, Defendant does not admit or deny the statements, conclusions or argument set forth in the paragraph which do not constitute allegations of fact sufficient to state a claim. Defendant denies each and every other remaining allegation.

66. In response to paragraph 66 of the Complaint, Defendant does not admit or deny the statements, conclusions, vague generalizations or argument set forth in the paragraph which do not constitute allegations of fact sufficient to state a claim. Defendant denies each and every other remaining allegation.

67. In response to paragraph 67 of the Complaint, Defendant admits that it is an assignee of a franchise agreement. Defendant does not admit or deny the statements, conclusions, vague generalizations or argument set forth in the paragraph which do not constitute allegations of fact sufficient to state a claim. Defendant denies each and every other remaining allegation.

68. In response to paragraph 68 of the Complaint, Defendant denies each and every allegation contained therein.

69. In response to paragraph 69 of the Complaint, Defendant admits that there are national standards. Defendant does not admit or deny the statements, conclusions, vague generalizations or argument set forth in the paragraph which do not constitute allegations of fact sufficient to state a claim. Defendant denies each and every other remaining allegation.

70. In response to paragraph 70 of the Complaint, Defendant does not admit or deny the statements, conclusions, vague generalizations or argument set forth in the paragraph which do not constitute allegations of fact sufficient to state a claim. Defendant denies each and every other remaining allegation.

71. In response to paragraph 71 of the Complaint, Defendant does not admit or deny the statements, conclusions or argument set forth in the paragraph which do not constitute

1 allegations of fact sufficient to state a claim. Defendant denies each and every other remaining
2 allegation.

3 72. In response to paragraph 72 of the Complaint, Defendant denies each and every
4 allegation contained therein.

5 73. In response to paragraph 73 of the Complaint, Defendant does not admit or deny
6 the statements, conclusions, broad characterizations, compound assertions or argument set forth
7 in the paragraph which do not constitute allegations of fact sufficient to state a claim.
8 Defendant lacks sufficient information or belief to respond to the allegations as framed and, on
9 that basis, denies each and every other remaining allegation.

10 74. In response to paragraph 74 of the Complaint and each subparagraph thereof,
11 Defendant does not admit or deny the statements, conclusions, vague generalizations, broad
12 characterizations, compound assertions or argument set forth in the paragraph which do not
13 constitute allegations of fact sufficient to state a claim. Defendant lacks sufficient information
14 or belief to respond to any remaining allegations as framed and, on that basis, denies each and
15 every other remaining allegation.

16 a. In response to paragraph 74a of the Complaint, Defendant does not admit
17 or deny the statements, conclusions or argument set forth in the paragraph which
18 do not constitute allegations of fact sufficient to state a claim. Defendant lacks
19 sufficient information or belief to respond to any allegations as framed and, on
20 that basis, denies each and every other remaining allegation.

21 b. In response to paragraph 74b of the Complaint, Defendant does not
22 admit or deny the statements, conclusions or argument set forth in the paragraph
23 which do not constitute allegations of fact sufficient to state a claim. Defendant
24 lacks sufficient information or belief to respond to any allegations as framed
25 and, on that basis, denies each and every other remaining allegation.

26 c. In response to paragraph 74c of the Complaint, Defendant does not admit
27 or deny the statements, conclusions or argument set forth in the paragraph which
28 do not constitute allegations of fact sufficient to state a claim. Defendant lacks

1 sufficient information or belief to respond to any allegations as framed and, on
2 that basis, denies each and every other remaining allegation.

3 d. In response to paragraph 74d of the Complaint, Defendant does not
4 admit or deny the statements, conclusions or argument set forth in the paragraph
5 which do not constitute allegations of fact sufficient to state a claim. Defendant
6 lacks sufficient information or belief to respond to any allegations as framed
7 and, on that basis, denies each and every other remaining allegation.

8 e. In response to paragraph 74e of the Complaint, Defendant does not admit
9 or deny the statements, conclusions or argument set forth in the paragraph which
10 do not constitute allegations of fact sufficient to state a claim. Defendant lacks
11 sufficient information or belief to respond to any allegations as framed and, on
12 that basis, denies each and every other remaining allegation.

13 f. In response to paragraph 74f of the Complaint, Defendant does not admit
14 or deny the statements, conclusions or argument set forth in the paragraph which
15 do not constitute allegations of fact sufficient to state a claim. Defendant lacks
16 sufficient information or belief to respond to any allegations as framed and, on
17 that basis, denies each and every other remaining allegation.

18 g. In response to paragraph 74g of the Complaint, Defendant does not
19 admit or deny the statements, conclusions or argument set forth in the paragraph
20 which do not constitute allegations of fact sufficient to state a claim. Defendant
21 lacks sufficient information or belief to respond to any allegations as framed
22 and, on that basis, denies each and every other remaining allegation.

23 h. In response to paragraph 74h of the Complaint, Defendant does not
24 admit or deny the statements, conclusions or argument set forth in the paragraph
25 which do not constitute allegations of fact sufficient to state a claim. Defendant
26 lacks sufficient information or belief to respond to any allegations as framed
27 and, on that basis, denies each and every other remaining allegation.

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i. In response to paragraph 74i of the Complaint, Defendant does not admit or deny the statements, conclusions or argument set forth in the paragraph which do not constitute allegations of fact sufficient to state a claim. Defendant lacks sufficient information or belief to respond to any allegations as framed and, on that basis, denies each and every other remaining allegation.

j. In response to paragraph 74j of the Complaint, Defendant does not admit or deny the statements, conclusions or argument set forth in the paragraph which do not constitute allegations of fact sufficient to state a claim. Defendant lacks sufficient information or belief to respond to any allegations as framed and, on that basis, denies each and every other remaining allegation.

75. In response to paragraph 75 of the Complaint, Defendant does not admit or deny the statements, conclusions or argument set forth in the paragraph which do not constitute allegations of fact sufficient to state a claim. Defendant denies each and every other remaining allegation.

D. McDonald's Exercises Control Over Haynes Partnership' [sic] Operations, Policies, Procedures and Personnel

McDonald's Oversees, Evaluates and Controls the Restaurants' Operations

Through the Use of Business Consultants and Other Agents

76. In response to paragraph 76 of the Complaint, Defendant does not admit or deny the statements, conclusions, characterizations or argument set forth in the paragraph which do not constitute allegations of fact sufficient to state a claim. Defendant denies that McDonald's controls the terms or conditions of employment of Defendant's employees. Defendant lacks sufficient information or belief to respond to any allegations as framed and, on that basis, denies each and every other remaining allegation.

77. In response to paragraph 77 of the Complaint, Defendant does not admit or deny the statements, conclusions or argument set forth in the paragraph which do not constitute allegations of fact sufficient to state a claim. Defendant lacks sufficient information or belief to

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1 respond to any allegations as framed and, on that basis, denies each and every other remaining
2 allegation.

3 78. In response to paragraph 78 of the Complaint, Defendant does not admit or deny
4 the statements, conclusions or argument set forth in the paragraph which do not constitute
5 allegations of fact sufficient to state a claim. Defendant admits that it has had a business
6 consultant, but lacks sufficient information or belief to respond to any other allegations as
7 framed and, on that basis, denies each and every other remaining allegation.

8 79. In response to paragraph 79 of the Complaint, Defendant denies each and every
9 allegation contained therein.

10 80. In response to paragraph 80 of the Complaint, Defendant has insufficient
11 information or belief to admit or deny the allegations and, on that basis, denies the allegations.

12 81. In response to paragraph 81 of the Complaint, Defendant does not admit or deny
13 the statements, conclusions or argument set forth in the paragraph which do not constitute
14 allegations of fact sufficient to state a claim. Defendant denies that McDonald's controls the
15 terms or conditions of employment of Defendant's employees. Defendant has insufficient
16 information or belief to admit or deny remaining allegations and, on that basis, denies the
17 allegations.

18 82. In response to paragraph 82 of the Complaint, Defendant does not admit or deny
19 the statements, conclusions or argument set forth in the paragraph which do not constitute
20 allegations of fact sufficient to state a claim. Defendant denies that McDonald's controls the
21 terms or conditions of employment of Defendant's employees. Defendant has insufficient
22 information or belief to admit or deny remaining allegations and, on that basis, denies the
23 allegations.

24 a. In response to paragraph 82a of the Complaint, Defendant does not admit
25 or deny the statements, conclusions or argument set forth in the paragraph which
26 do not constitute allegations of fact sufficient to state a claim. Defendant denies
27 that McDonald's controls the terms or conditions of employment of Defendant's
28 employees. Defendant has insufficient information or belief to admit or deny

1 any remaining allegations and, on that basis, denies the allegations.

2 b. In response to paragraph 82b of the Complaint, Defendant does not
3 admit or deny the statements, conclusions or argument set forth in the paragraph
4 which do not constitute allegations of fact sufficient to state a claim. Defendant
5 denies that McDonald's controls the terms or conditions of employment of
6 Defendant's employees. Defendant has insufficient information or belief to
7 admit or deny any remaining allegations and, on that basis, denies the
8 allegations.

9 c. In response to paragraph 82c of the Complaint, Defendant does not admit
10 or deny the statements, conclusions or argument set forth in the paragraph which
11 do not constitute allegations of fact sufficient to state a claim. Defendant denies
12 that McDonald's controls the terms or conditions of employment of Defendant's
13 employees. Defendant has insufficient information or belief to admit or deny
14 any remaining allegations and, on that basis, denies the allegations.

15 d. In response to paragraph 82d of the Complaint, Defendant does not
16 admit or deny the statements, conclusions or argument set forth in the paragraph
17 which do not constitute allegations of fact sufficient to state a claim. Defendant
18 denies that McDonald's controls the terms or conditions of employment of
19 Defendant's employees. Defendant has insufficient information or belief to
20 admit or deny any remaining allegations and, on that basis, denies the
21 allegations.

22 e. In response to paragraph 82e of the Complaint, Defendant does not admit
23 or deny the statements, conclusions or argument set forth in the paragraph which
24 do not constitute allegations of fact sufficient to state a claim. Defendant denies
25 that McDonald's controls the terms or conditions of employment of Defendant's
26 employees. Defendant has insufficient information or belief to admit or deny
27 any remaining allegations and, on that basis, denies the allegations.

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1 83. In response to paragraph 83 of the Complaint, Defendant does not admit or deny
2 the statements, conclusions or argument set forth in the paragraph which do not constitute
3 allegations of fact sufficient to state a claim. Defendant denies that McDonald's controls the
4 terms or conditions of employment of Defendant's employees. Defendant has insufficient
5 information or belief to admit or deny any remaining allegations and, on that basis, denies the
6 allegations.

7 84. In response to paragraph 84 of the Complaint, Defendant does not admit or deny
8 the statements, conclusions or argument set forth in the paragraph which do not constitute
9 allegations of fact sufficient to state a claim. Defendant denies that McDonald's controls the
10 terms or conditions of employment of Defendant's employees. Defendant has insufficient
11 information or belief to admit or deny any remaining allegations and, on that basis, denies the
12 allegations.

13 85. In response to paragraph 85 of the Complaint, Defendant does not admit or deny
14 the statements, conclusions or argument set forth in the paragraph which do not constitute
15 allegations of fact sufficient to state a claim. Defendant denies that McDonald's controls the
16 terms or conditions of employment of Defendant's employees. Defendant has insufficient
17 information or belief to admit or deny any remaining allegations and, on that basis, denies the
18 allegations.

19 McDonald's Exercises Control Over Haynes Partnership' [sic] Hiring, Wages, Discipline and
20 Training of Restaurant Personnel

21 86. In response to paragraph 86 of the Complaint, Defendant denies that
22 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
23 controls the terms or conditions of employment of Defendant's employees. Defendant has
24 insufficient information or belief to admit or deny the remaining allegations and, on that basis,
25 denies the allegations. Defendant does not admit or deny the statements, conclusions,
26 characterizations or argument set forth in the paragraph which do not constitute allegations of
27 fact sufficient to state a claim.

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1 87. In response to paragraph 87 of the Complaint and each subparagraph thereof,
2 Defendant denies that McDonald's jointly operates Defendant's restaurants. Defendant denies
3 that McDonald's controls the terms or conditions of employment of Defendant's employees.
4 Defendant does not admit or deny the statements, conclusions, vague generalizations, broad
5 characterizations or argument set forth in the paragraph which do not constitute allegations of
6 fact sufficient to state a claim. Defendant has insufficient information or belief to admit or
7 deny the remaining allegations and, on that basis, denies the allegations.

8 1. In response to paragraph 87(1) of the Complaint, Defendant denies that
9 McDonald's jointly operates Defendant's restaurants. Defendant denies that
10 McDonald's controls the terms or conditions of employment of Defendants
11 employees. Defendant has insufficient information or belief to admit or deny
12 any remaining allegations and, on that basis, denies the allegations. Defendant
13 does not admit or deny the statements, conclusions or argument set forth in the
14 paragraph which do not constitute allegations of fact sufficient to state a claim.

15 2. In response to paragraph 87(2) of the Complaint, Defendant denies that
16 McDonald's jointly operates Defendant's restaurants. Defendant denies that
17 McDonald's controls the terms or conditions of employment of Defendant's
18 employees. Defendant has insufficient information or belief to admit or deny
19 any remaining allegations and, on that basis, denies the allegations. Defendant
20 does not admit or deny the statements, conclusions or argument set forth in the
21 paragraph which do not constitute allegations of fact sufficient to state a claim.

22 3. In response to paragraph 87(3) of the Complaint, Defendant denies that
23 McDonald's jointly operates Defendant's restaurants. Defendant denies that
24 McDonald's controls the terms or conditions of employment of Defendant's
25 employees. Defendant has insufficient information or belief to admit or deny
26 any remaining allegations and, on that basis, denies the allegations. Defendant
27 does not admit or deny the statements, conclusions or argument set forth in the
28 paragraph which do not constitute allegations of fact sufficient to state a claim.

1 4. In response to paragraph 87(4) of the Complaint, Defendant denies that
2 McDonald's jointly operates Defendant's restaurants. Defendant denies that
3 McDonald's controls the terms or conditions of employment of Defendant's
4 employees. Defendant has insufficient information or belief to admit or deny
5 any remaining allegations and, on that basis, denies the allegations. Defendant
6 does not admit or deny the statements, conclusions or argument set forth in the
7 paragraph which do not constitute allegations of fact sufficient to state a claim.

8 5. In response to paragraph 87(5) of the Complaint, Defendant denies that
9 McDonald's jointly operates Defendant's restaurants. Defendant denies that
10 McDonald's controls the terms or conditions of employment of Defendant's
11 employees. Defendant does not admit or deny the statements, conclusions or
12 argument set forth in the paragraph which do not constitute allegations of fact
13 sufficient to state a claim. Defendant has insufficient information or belief to
14 admit or deny any remaining allegations and, on that basis, denies the
15 allegations.

16 6. In response to paragraph 87(6) of the Complaint, Defendant denies that
17 McDonald's jointly operates Defendant's restaurants. Defendant denies that
18 McDonald's controls the terms or conditions of employment of Defendant's
19 employees. Defendant has insufficient information or belief to admit or deny
20 any remaining allegations and, on that basis, denies the allegations. Defendant
21 does not admit or deny the statements, conclusions or argument set forth in the
22 paragraph which do not constitute allegations of fact sufficient to state a claim.

23 7. In response to paragraph 87(7) of the Complaint, Defendant denies that
24 McDonald's jointly operates Defendant's restaurants. Defendant denies that
25 McDonald's controls the terms or conditions of employment of Defendant's
26 employees. Defendant has insufficient information or belief to admit or deny
27 any remaining allegations and, on that basis, denies the allegations. Defendant
28 does not admit or deny the statements, conclusions or argument set forth in the

1 paragraph which do not constitute allegations of fact sufficient to state a claim.

2 8. In response to paragraph 87(7) of the Complaint, Defendant denies that
3 McDonald's jointly operates Defendant's restaurants. Defendant denies that
4 McDonald's controls the terms or conditions of employment of Defendant's
5 employees. Defendant has insufficient information or belief to admit or deny
6 any remaining allegations and, on that basis, denies the allegations. Defendant
7 does not admit or deny the statements, conclusions or argument set forth in the
8 paragraph which do not constitute allegations of fact sufficient to state a claim.

9 9. In response to paragraph 87(9) of the Complaint, Defendant denies that
10 McDonald's jointly operates Defendant's restaurants. Defendant denies that
11 McDonald's controls the terms or conditions of employment of Defendant's
12 employees. Defendant has insufficient information or belief to admit or deny
13 any remaining allegations and, on that basis, denies the allegations. Defendant
14 does not admit or deny the statements, conclusions or argument set forth in the
15 paragraph which do not constitute allegations of fact sufficient to state a claim.

16 10. In response to paragraph 87(10) of the Complaint, Defendant denies that
17 McDonald's jointly operates Defendant's restaurants. Defendant denies that
18 McDonald's controls the terms or conditions of employment of Defendant's
19 employees. Defendant has insufficient information or belief to admit or deny
20 any remaining allegations and, on that basis, denies the allegations. Defendant
21 does not admit or deny the statements, conclusions or argument set forth in the
22 paragraph which do not constitute allegations of fact sufficient to state a claim.

23 11. In response to paragraph 87(11) of the Complaint, Defendant denies that
24 McDonald's jointly operates Defendant's restaurants. Defendant denies that
25 McDonald's controls the terms or conditions of employment of Defendant's
26 employees. Defendant has insufficient information or belief to admit or deny
27 any remaining allegations and, on that basis, denies the allegations. Defendant
28 does not admit or deny the statements, conclusions or argument set forth in the

1 paragraph which do not constitute allegations of fact sufficient to state a claim.

2 12. In response to paragraph 87(12) of the Complaint, Defendant denies that
3 McDonald's jointly operates Defendant's restaurants. Defendant denies that
4 McDonald's controls the terms or conditions of employment of Defendant's
5 employees. Defendant has insufficient information or belief to admit or deny
6 any remaining allegations and, on that basis, denies the allegations. Defendant
7 does not admit or deny the statements, conclusions or argument set forth in the
8 paragraph which do not constitute allegations of fact sufficient to state a claim.

9 88. In response to paragraph 88 of the Complaint, Defendant denies that
10 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
11 controls the terms or conditions of employment of Defendant's employees. Defendant has
12 insufficient information or belief to admit or deny any remaining allegations and, on that basis,
13 denies the allegations. Defendant does not admit or deny the statements, conclusions or
14 argument set forth in the paragraph which do not constitute allegations of fact sufficient to state
15 a claim.

16 89. In response to paragraph 89 of the Complaint, Defendant denies that
17 McDonald's jointly operates Defendant's restaurants. Defendant denies any knowledge that
18 McDonald's grades Defendant's documentation and record-keeping. Defendant denies that
19 McDonald's controls the terms or conditions of employment of Defendant's employees.
20 Defendant has insufficient information or belief to admit or deny any remaining allegations
21 and, on that basis, denies the allegations. Defendant does not admit or deny the statements,
22 conclusions or argument set forth in the paragraph which do not constitute allegations of fact
23 sufficient to state a claim.

24 90. In response to paragraph 90 of the Complaint, Defendant denies that
25 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
26 controls the terms or conditions of employment of Defendant's employees. Defendant has
27 insufficient information or belief to admit or deny any remaining allegations and, on that basis,
28 denies the allegations. Defendant does not admit or deny the statements, conclusions or

1 argument set forth in the paragraph which do not constitute allegations of fact sufficient to state
2 a claim.

3 McDonald's Exercises Control Over Staffing and Scheduling
4 of Crew Members at Restaurants

5 91. In response to paragraph 91 of the Complaint, Defendant denies that
6 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
7 controls the terms or conditions of employment of Defendant's employees. Defendant has
8 insufficient information or belief to admit or deny any remaining allegations and, on that basis,
9 denies the allegations. Defendant does not admit or deny the statements, conclusions or
10 argument set forth in the paragraph which do not constitute allegations of fact sufficient to state
11 a claim.

12 92. In response to paragraph 92 of the Complaint, Defendant denies that
13 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
14 controls the terms or conditions of employment of Defendant's employees. Defendant has
15 insufficient information or belief to admit or deny any remaining allegations and, on that basis,
16 denies the allegations. Defendant does not admit or deny the statements, conclusions or
17 argument set forth in the paragraph which do not constitute allegations of fact sufficient to state
18 a claim.

19 93. In response to paragraph 93 of the Complaint, Defendant denies that
20 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
21 controls the terms or conditions of employment of Defendant's employees. Defendant has
22 insufficient information or belief to admit or deny any remaining allegations and, on that basis,
23 denies the allegations. Defendant does not admit or deny the statements, conclusions or
24 argument set forth in the paragraph which do not constitute allegations of fact sufficient to state
25 a claim.

26 94. In response to paragraph 94 of the Complaint, Defendant denies that
27 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
28 controls the terms or conditions of employment of Defendant's employees. Defendant has

1 insufficient information or belief to admit or deny any remaining allegations and, on that basis,
2 denies the allegations. Defendant does not admit or deny the statements, conclusions or
3 argument set forth in the paragraph which do not constitute allegations of fact sufficient to state
4 a claim.

5 95. In response to paragraph 95 of the Complaint, Defendant denies that
6 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
7 controls the terms or conditions of employment of Defendant's employees. Defendant has
8 insufficient information or belief to admit or deny any remaining allegations and, on that basis,
9 denies the allegations. Defendant does not admit or deny the statements, conclusions or
10 argument set forth in the paragraph which do not constitute allegations of fact sufficient to state
11 a claim.

12 96. In response to paragraph 96 of the Complaint, Defendant denies that
13 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
14 controls the terms or conditions of employment of Defendant's employees. Defendant has
15 insufficient information or belief to admit or deny any remaining allegations and, on that basis,
16 denies the allegations.

17 McDonald's Exercises Control Over Crew Members' Job Duties and Performance

18 97. In response to paragraph 97 of the Complaint, Defendant denies that
19 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
20 controls the terms or conditions of employment of Defendant's employees. Defendant has
21 insufficient information or belief to admit or deny any remaining allegations and, on that basis,
22 denies the allegations. Defendant does not admit or deny the statements, conclusions or
23 argument set forth in the paragraph which do not constitute allegations of fact sufficient to state
24 a claim.

25 98. In response to paragraph 98 of the Complaint, Defendant denies that
26 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
27 controls the terms or conditions of employment of Defendant's employees. Defendant has
28 insufficient information or belief to admit or deny any remaining allegations and, on that basis,

1 denies the allegations. Defendant does not admit or deny the statements, conclusions or
2 argument set forth in the paragraph which do not constitute allegations of fact sufficient to state
3 a claim.

4 99. In response to paragraph 99 of the Complaint, Defendant denies that
5 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
6 controls the terms or conditions of employment of Defendant's employees. Defendant has
7 insufficient information or belief to admit or deny any remaining allegations and, on that basis,
8 denies the allegations. Defendant does not admit or deny the statements, conclusions or
9 argument set forth in the paragraph which do not constitute allegations of fact sufficient to state
10 a claim.

11 100. In response to paragraph 100 of the Complaint, Defendant denies that
12 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
13 controls the terms or conditions of employment of Defendant's employees. Defendant has
14 insufficient information or belief to admit or deny any remaining allegations and, on that basis,
15 denies the allegations. Defendant does not admit or deny the statements, conclusions or
16 argument set forth in the paragraph which do not constitute allegations of fact sufficient to state
17 a claim.

18 101. In response to paragraph 101 of the Complaint, Defendant denies that
19 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
20 controls the terms or conditions of employment of Defendant's employees. Defendant has
21 insufficient information or belief to admit or deny any remaining allegations and, on that basis,
22 denies the allegations. Defendant does not admit or deny the statements, conclusions or
23 argument set forth in the paragraph which do not constitute allegations of fact sufficient to state
24 a claim.

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McDonald's Exercises Control Over Haynes Partnership by Requiring the Franchisee
to Use a McDonald's Computer System and Monitoring Labor and Sales Data
Collected by That System

102. In response to paragraph 102 of the Complaint, Defendant admits that McDonald's requires software at the point of sale. Defendant has denies that McDonald's requires hardware. Defendant does not admit or deny the statements, conclusions, generalizations or argument set forth in the paragraph which do not constitute allegations of fact sufficient to state a claim. Defendant has insufficient information or belief to admit or deny any remaining allegations and, on that basis, denies the allegations.

103. In response to paragraph 103 of the Complaint, Defendant denies each and every allegation contained therein.

104. In response to paragraph 104 of the Complaint, Defendant denies each and every allegation contained therein.

105. In response to paragraph 105 of the Complaint, Defendant denies each and every allegation contained therein.

106. In response to paragraph 106 of the Complaint, Defendant has insufficient information or belief to admit or deny any remaining allegations and, on that basis, denies the allegations.

107. In response to paragraph 107 of the Complaint, Defendant has insufficient information or belief to admit or deny the allegations and, on that basis, denies the allegations.

108. In response to paragraph 108 of the Complaint, Defendant has insufficient information or belief to admit or deny the allegations and, on that basis, denies the allegations.

109. In response to paragraph 109 of the Complaint, Defendant admits that Defendant's employees are required to punch in and out for shifts, breaks and meals and that a receipt may be taken by an employee. Defendant denies that McDonald's controls the terms or conditions of employment of Defendant's employees. Defendant denies that McDonald's jointly operates Defendant's restaurants.

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110. In response to paragraph 110 of the Complaint, Defendant denies each and every allegation contained therein.

JOINT LIABILITY ALLEGATIONS

A. Defendants Have Jointly Employed Plaintiffs and All Class Members

111. In response to paragraph 111 of the Complaint, Defendant denies that McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's controls the terms or conditions of employment of Defendant's employees. Defendant denies each and every allegation contained therein.

112. In response to paragraph 112 of the Complaint and each subparagraph thereof, Defendant denies each and every allegation contained therein. Defendant denies that McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's controls the terms or conditions of employment of Defendant's employees.

a. In response to paragraph 112a, Defendant denies that McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's controls the terms or conditions of employment of Defendant's employees. Defendant denies each and every allegation contained therein.

b. In response to paragraph 112b, Defendant denies that McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's controls the terms or conditions of employment of Defendant's employees. Defendant denies each and every allegation contained therein.

c. In response to paragraph 112c, Defendant denies that McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's controls the terms or conditions of employment of Defendant's employees. Defendant denies each and every allegation contained therein.

d. In response to paragraph 112d, Defendant denies that McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's controls the terms or conditions of employment of Defendant's employees. Defendant denies each and every allegation contained therein.

1 e. In response to paragraph 112e, Defendant denies that McDonald's jointly
2 operates Defendant's restaurants. Defendant denies that McDonald's controls the
3 terms or conditions of employment of Defendant's employees. Defendant denies
4 each and every allegation contained therein.

5 f. In response to paragraph 112f, Defendant denies that McDonald's jointly
6 operates Defendant's restaurants. Defendant denies that McDonald's controls the
7 terms or conditions of employment of Defendant's employees. Defendant denies
8 each and every allegation contained therein.

9 113. In response to paragraph 113 of the Complaint, Defendant denies that
10 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
11 controls the terms or conditions of employment of Defendant's employees. Defendant denies
12 each and every allegation contained therein.

13 114. In response to paragraph 114 of the Complaint, Defendant denies that
14 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
15 controls the terms or conditions of employment of Defendant's employees. Defendant denies
16 each and every allegation contained therein.

17 115. In response to paragraph 115 of the Complaint, Defendant denies that
18 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
19 controls the terms or conditions of employment of Defendant's employees. Defendant denies
20 each and every allegation contained therein.

21 116. In response to paragraph 116 of the Complaint and each subparagraph thereof,
22 Defendant denies each and every allegation contained therein. Defendant denies that
23 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
24 controls the terms or conditions of employment of Defendant's employees.

25 a. In response to paragraph 116a, Defendant denies that McDonald's jointly
26 operates Defendant's restaurants. Defendant denies that McDonald's controls the
27 terms or conditions of employment of Defendant's employees. Defendant denies
28 each and every allegation contained therein.

1 b. In response to paragraph 116b, Defendant denies that McDonald's jointly
2 operates Defendant's restaurants. Defendant denies that McDonald's controls the
3 terms or conditions of employment of Defendant's employees. Defendant denies
4 each and every allegation contained therein.

5 c. In response to paragraph 116c, Defendant denies that McDonald's jointly
6 operates Defendant's restaurants. Defendant denies that McDonald's controls the
7 terms or conditions of employment of Defendant's employees. Defendant denies
8 each and every allegation contained therein.

9 d. In response to paragraph 116d, Defendant denies that McDonald's jointly
10 operates Defendant's restaurants. Defendant denies that McDonald's controls the
11 terms or conditions of employment of Defendant's employees. Defendant denies
12 each and every allegation contained therein.

13 e. In response to paragraph 116e, Defendant denies that McDonald's jointly
14 operates Defendant's restaurants. Defendant denies that McDonald's controls the
15 terms or conditions of employment of Defendant's employees. Defendant denies
16 each and every allegation contained therein.

17 117. In response to paragraph 117 of the Complaint and each subparagraph thereof,
18 Defendant denies that McDonald's jointly operates Defendant's restaurants. Defendant denies
19 that McDonald's controls the terms or conditions of employment of Defendant's employees.
20 Defendant denies each and every allegation contained therein.

21 a. In response to paragraph 117a, Defendant denies that McDonald's jointly
22 operates Defendant's restaurants. Defendant denies that McDonald's controls the
23 terms or conditions of employment of Defendant's employees. Defendant denies
24 each and every allegation contained therein.

25 b. In response to paragraph 117b, Defendant denies that McDonald's jointly
26 operates Defendant's restaurants. Defendant denies that McDonald's controls the
27 terms or conditions of employment of Defendant's employees. Defendant denies
28 each and every allegation contained therein.

1 c. In response to paragraph 117c, Defendant denies that McDonald's jointly
2 operates Defendant's restaurants. Defendant denies that McDonald's controls the
3 terms or conditions of employment of Defendant's employees. Defendant denies
4 each and every allegation contained therein.

5 d. In response to paragraph 117d, Defendant denies that McDonald's jointly
6 operates Defendant's restaurants. Defendant denies that McDonald's controls the
7 terms or conditions of employment of Defendant's employees. Defendant denies
8 each and every allegation contained therein.

9 e. In response to paragraph 117e, Defendant denies that McDonald's jointly
10 operates Defendant's restaurants. Defendant denies that McDonald's controls the
11 terms or conditions of employment of Defendant's employees. Defendant denies
12 each and every allegation contained therein.

13 118. In response to paragraph 118 of the Complaint and each subparagraph thereof,
14 Defendant denies that McDonald's jointly operates Defendant's restaurants. Defendant denies
15 that McDonald's controls the terms or conditions of employment of Defendant's employees.
16 Defendant denies each and every allegation contained therein.

17 a. In response to paragraph 118a, Defendant denies that McDonald's jointly
18 operates Defendant's restaurants. Defendant denies that McDonald's controls the
19 terms or conditions of employment of Defendant's employees. Defendant denies
20 each and every allegation contained therein.

21 b. In response to paragraph 118b, Defendant denies that McDonald's jointly
22 operates Defendant's restaurants. Defendant denies that McDonald's controls the
23 terms or conditions of employment of Defendant's employees. Defendant denies
24 each and every allegation contained therein.

25 c. In response to paragraph 118c, Defendant denies that McDonald's jointly
26 operates Defendant's restaurants. Defendant denies that McDonald's controls the
27 terms or conditions of employment of Defendant's employees. Defendant denies
28 each and every allegation contained therein.

1 d. In response to paragraph 118d, Defendant denies that McDonald's jointly
2 operates Defendant's restaurants. Defendant denies that McDonald's controls the
3 terms or conditions of employment of Defendant's employees. Defendant denies
4 each and every allegation contained therein.

5 e. In response to paragraph 118e, Defendant denies that McDonald's jointly
6 operates Defendant's restaurants. Defendant denies that McDonald's controls the
7 terms or conditions of employment of Defendant's employees. Defendant denies
8 each and every allegation contained therein.

9 119. In response to paragraph 119 of the Complaint and each subparagraph thereof,
10 Defendant denies that McDonald's jointly operates Defendant's restaurants. Defendant denies
11 that McDonald's controls the terms or conditions of employment of Defendant's employees.
12 Defendant denies that it failed to pay all wages due to any employee. Defendant denies that it
13 failed to pay minimum wage or above and any other applicable pay to Defendant's employees.
14 Defendant denies each and every allegation contained therein.

15 a. In response to paragraph 119a of the Complaint, Defendant denies that
16 McDonald's jointly operates Defendant's restaurants. Defendant denies that
17 McDonald's controls the terms or conditions of employment of Defendant's
18 employees. Defendant denies that it failed to pay all wages due to any employee.
19 Defendant denies that it failed to pay minimum wage or above and any other
20 applicable pay to Defendant's employees. Defendant denies each and every
21 allegation contained therein.

22 b. In response to paragraph 119b of the Complaint, Defendant denies that
23 McDonald's jointly operates Defendant's restaurants. Defendant denies that
24 McDonald's controls the terms or conditions of employment of Defendant's
25 employees. Defendant denies that it failed to pay all wages due to any employee.
26 Defendant denies that it failed to pay minimum wage or above and any other
27 applicable pay to Defendant's employees. Defendant denies each and every
28 allegation contained therein.

1 c. In response to paragraph 119c of the Complaint, Defendant denies that
2 McDonald's jointly operates Defendant's restaurants. Defendant denies that
3 McDonald's controls the terms or conditions of employment of Defendant's
4 employees. Defendant denies that it failed to pay all wages due to any employee.
5 Defendant denies that it failed to pay minimum wage or above and any other
6 applicable pay to Defendant's employees. Defendant denies each and every
7 allegation contained therein.

8 d. In response to paragraph 119d of the Complaint, Defendant denies that
9 McDonald's jointly operates Defendant's restaurants. Defendant denies that
10 McDonald's controls the terms or conditions of employment of Defendant's
11 employees. Defendant denies that it failed to pay all wages due to any employee.
12 Defendant denies that it failed to pay minimum wage or above and any other
13 applicable pay to Defendant's employees. Defendant denies each and every
14 allegation contained therein.

15 e. In response to paragraph 119e of the Complaint, Defendant denies that
16 McDonald's jointly operates Defendant's restaurants. Defendant denies that
17 McDonald's controls the terms or conditions of employment of Defendant's
18 employees. Defendant denies that it failed to pay all wages due to any employee.
19 Defendant denies that it failed to pay minimum wage or above and any other
20 applicable pay to Defendant's employees. Defendant denies each and every
21 allegation contained therein.

22 f. In response to paragraph 119f of the Complaint, Defendant denies that
23 McDonald's jointly operates Defendant's restaurants. Defendant denies that
24 McDonald's controls the terms or conditions of employment of Defendant's
25 employees. Defendant denies that it failed to pay all wages due to any employee.
26 Defendant denies that it failed to pay minimum wage or above and any other
27 applicable pay to Defendant's employees. Defendant denies each and every
28 allegation contained therein.

1 g. In response to paragraph 119g of the Complaint, Defendant denies that
2 McDonald's jointly operates Defendant's restaurants. Defendant denies that
3 McDonald's controls the terms or conditions of employment of Defendant's
4 employees. Defendant denies that it failed to pay all wages due to any employee.
5 Defendant denies that it failed to pay minimum wage or above and any other
6 applicable pay to Defendant's employees. Defendant denies each and every
7 allegation contained therein.

8 h. In response to paragraph 119h of the Complaint, Defendant denies that
9 McDonald's jointly operates Defendant's restaurants. Defendant denies that
10 McDonald's controls the terms or conditions of employment of Defendant's
11 employees. Defendant denies that it failed to pay all wages due to any employee.
12 Defendant denies that it failed to pay minimum wage or above and any other
13 applicable pay to Defendant's employees. Defendant denies each and every
14 allegation contained therein.

15 120. In response to paragraph 120 of the Complaint, Defendant denies that
16 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
17 controls the terms or conditions of employment of Defendant's employees. Defendant denies
18 each and every allegation contained therein.

19 121. In response to paragraph 121 of the Complaint, Defendant denies that
20 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
21 controls the terms or conditions of employment of Defendant's employees. Defendant denies
22 each and every allegation contained therein.

23 122. In response to paragraph 122 of the Complaint, Defendant denies that
24 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
25 controls the terms or conditions of employment of Defendant's employees. Defendant denies
26 each and every allegation contained therein.

27 123. In response to paragraph 123 of the Complaint, Defendant denies that
28 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's

1 controls the terms or conditions of employment of Defendant's employees. Defendant denies
2 each and every allegation contained therein.

3 124. In response to paragraph 124 of the Complaint, Defendant denies that
4 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
5 controls the terms or conditions of employment of Defendant's employees. Defendant denies
6 each and every allegation contained therein.

7 **B. Defendants Have Committed the Violations Alleged Herein as Co-Conspirators**

8 125. In response to paragraph 125 of the Complaint, Defendant denies that
9 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
10 controls the terms or conditions of employment of Defendant's employees. Defendant denies
11 each and every allegation contained therein.

12 126. In response to paragraph 126 of the Complaint, Defendant denies that
13 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
14 controls the terms or conditions of employment of Defendant's employees. Defendant denies
15 that it failed to pay all wages due to any employee. Defendant denies that it failed to pay
16 minimum wage or above and any other applicable pay to Defendant's employees. Defendant
17 denies each and every allegation contained therein.

18 **C. Defendants Have Aided and Abetted Each Other in the Commissions of the**
19 **Violations Alleged Herein**

20 127. In response to paragraph 127 of the Complaint, Defendant denies that
21 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
22 controls the terms or conditions of employment of Defendant's employees. Defendant denies
23 each and every allegation contained therein.

24 128. In response to paragraph 128 of the Complaint, Defendant denies that
25 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
26 controls the terms or conditions of employment of Defendant's employees. Defendant denies
27 each and every allegation contained therein.

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1 129. In response to paragraph 62 of the Complaint, Defendant denies that
2 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
3 controls the terms or conditions of employment of Defendant's employees. Defendant denies
4 that it failed to pay all wages due to any employee. Defendant denies that it failed to pay
5 minimum wage or above and any other applicable pay to Defendant's employees. Defendant
6 denies each and every allegation contained therein.

7 **D. Haynes Partnership Acted as McDonald's Agent**

8 130. In response to paragraph 130 of the Complaint, Defendant denies that
9 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
10 controls the terms or conditions of employment of Defendant's employees. Defendant denies
11 each and every allegation contained therein.

12 131. In response to paragraph 131 of the Complaint, Defendant denies each and every
13 allegation contained therein.

14 132. In response to paragraph 132 of the Complaint, Defendant denies each and every
15 allegation contained therein.

16 **E. McDonald's Was Negligent in Its Retention, Supervision, and/or Control of**
17 **Haynes Partnership**

18 133. In response to paragraph 133 of the Complaint, Defendant denies that
19 McDonald's controls Defendant. Defendant denies that McDonald's jointly operates
20 Defendant's restaurants. Defendant admit the remaining allegations.

21 134. In response to paragraph 134 of the Complaint, Defendant denies that
22 McDonald's controls Defendant. Defendant denies that McDonald's jointly operates
23 Defendant's restaurants. Defendant denies that McDonald's controls the terms or conditions of
24 employment of Defendant's employees. Defendant denies that it failed to pay all wages due to
25 any employee. Defendant denies that it failed to pay minimum wage or above and any other
26 applicable pay to Defendant's employees. Defendant denies each and every allegation
27 contained therein.

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1 135. In response to paragraph 135 of the Complaint, Defendant denies that
2 McDonald's controls Defendant. Defendant denies that McDonald's jointly operates
3 Defendant's restaurants. Defendant denies each and every other allegation contained therein.

4 136. In response to paragraph 136 of the Complaint, Defendant denies that
5 McDonald's controls Defendant. Defendant denies that McDonald's jointly operates
6 Defendant's restaurants. Defendant denies each and every other allegation contained therein.

7 137. In response to paragraph 137 of the Complaint, Defendant denies that
8 McDonald's controls Defendant. Defendant denies that McDonald's jointly operates
9 Defendant's restaurants. Defendant denies each and every other allegation contained therein.

10 138. In response to paragraph 138 of the Complaint, Defendant denies that
11 McDonald's controls Defendant. Defendant denies that McDonald's jointly operates
12 Defendant's restaurants. Defendant denies each and every other allegation contained therein.

13 139. In response to paragraph 139 of the Complaint, Defendant denies that
14 McDonald's controls Defendant. Defendant denies that McDonald's jointly operates
15 Defendant's restaurants. Defendant denies each and every other allegation contained therein.

16 **CLASS ACTION ALLEGATIONS**

17 140. In response to paragraph 140 of the Complaint, Defendant does not admit or
18 deny the statements, conclusions, characterizations, generalizations or argument set forth in the
19 paragraph which do not constitute allegations of fact sufficient to state a claim. Defendant
20 denies each and every other allegation.

21 141. In response to paragraph 141 of the Complaint, Defendant denies each and every
22 allegation contained therein.

23 142. In response to paragraph 142 of the Complaint, Defendant denies each and every
24 allegation contained therein except that Defendant does not admit or deny the statements,
25 conclusions, characterizations, generalizations or argument set forth in the paragraph which do
26 not constitute allegations of fact sufficient to state a claim.

27 143. In response to paragraph 143 of the Complaint and each subparagraph thereof,
28 Defendant denies each and every allegation contained therein except that Defendant does not

1 admit or deny the statements, conclusions, characterizations, generalizations or argument set
2 forth in the paragraph which do not constitute allegations of fact sufficient to state a claim.

3 a. In response to paragraph 143a of the Complaint, Defendant denies each
4 and every allegation.

5 b. In response to paragraph 143b of the Complaint, Defendant denies each
6 and every allegation.

7 c. In response to paragraph 143c of the Complaint, Defendant denies each
8 and every allegation.

9 d. In response to paragraph 143d of the Complaint, Defendant denies each
10 and every allegation.

11 e. In response to paragraph 143e of the Complaint, Defendant denies each
12 and every allegation.

13 f. In response to paragraph 143f of the Complaint, Defendant denies each
14 and every allegation.

15 g. In response to paragraph 143g of the Complaint, Defendant denies each
16 and every allegation.

17 h. In response to paragraph 143h of the Complaint, Defendant denies each
18 and every allegation.

19 i. In response to paragraph 143i of the Complaint, Defendant denies each
20 and every allegation.

21 j. In response to paragraph 143j of the Complaint, Defendant denies each
22 and every allegation.

23 k. In response to paragraph 143k of the Complaint, Defendant denies each
24 and every allegation.

25 l. In response to paragraph 143l of the Complaint, Defendant denies each
26 and every allegation.

27 m. In response to paragraph 143m of the Complaint, Defendant denies each
28 and every allegation.

1 n. In response to paragraph 143n of the Complaint, Defendant denies each
2 and every allegation.

3 o. In response to paragraph 143o of the Complaint, Defendant denies each
4 and every allegation.

5 p. In response to paragraph 143p of the Complaint, Defendant denies each
6 and every allegation.

7 q. In response to paragraph 143q of the Complaint, Defendant denies each
8 and every allegation.

9 r. In response to paragraph 143r of the Complaint, Defendant denies each
10 and every allegation.

11 144. In response to paragraph 144 of the Complaint, Defendant denies each and every
12 allegation contained therein.

13 145. In response to paragraph 145 of the Complaint, Defendant denies each and every
14 allegation contained therein.

15 146. In response to paragraph 146 of the Complaint, Defendant denies each and every
16 allegation contained therein.

17 147. In response to paragraph 147 of the Complaint, Defendant denies each and every
18 allegation contained therein.

19 **FIRST CLAIM FOR RELIEF**

20 **Failure to Pay All Wages When Due**

21 **[Cal. Labor Code § § 204, 206, 223, 225.5, 1194.5, 1195.5]**

22 **(Brought by All Plaintiffs on behalf of Themselves and the**

23 **Plaintiff Class Against All Defendants)**

24 148. In response to paragraph 148 of the Complaint, Defendant realleges and
25 incorporates by reference all previous paragraphs.

26 149. In response to paragraph 149 of the Complaint, Defendant does not admit or
27 deny the statements, conclusions or argument set forth in the paragraph which do not constitute

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1 allegations of fact sufficient to state a claim. Defendant denies each and every other remaining
2 allegation.

3 150. In response to paragraph 150 of the Complaint and each subparagraph thereof,
4 Defendant denies each and every allegation contained therein. Defendant denies that it failed
5 to pay all wages due to any employee.

6 a. In response to paragraph 150a of the Complaint, Defendant denies each
7 and every allegation contained therein.

8 b. In response to paragraph 150b of the Complaint, Defendant denies each
9 and every allegation contained therein.

10 c. In response to paragraph 150c of the Complaint, Defendant denies each
11 and every allegation contained therein.

12 151. In response to paragraph 151 of the Complaint, Defendant denies each and every
13 allegation contained therein.

14 152. In response to paragraph 152 of the Complaint, Defendant denies each and every
15 allegation contained therein.

16 153. In response to paragraph 153 of the Complaint, Defendant denies each and every
17 allegation contained therein. Defendant denies that any Plaintiff is entitled to any relief
18 whatsoever.

19 **SECOND CLAIM FOR RELIEF**

20 **Failure to Pay Overtime Wages**

21 **[Cal. Labor Code §§ 510, 1194, 1194.5, 1198; IWC Wage Order NO. 5-2001, § 3]**

22 **(Brought by All Plaintiffs on behalf of Themselves and the Plaintiff Class Against All**
23 **Defendants)**

24 154. In response to paragraph 154 of the Complaint, Defendant realleges and
25 incorporates by reference all previous paragraphs.

26 155. In response to paragraph 155 of the Complaint, Defendant has insufficient
27 information or belief to admit or deny any remaining allegations and, on that basis, denies the
28 allegations.

1 156. In response to paragraph 156 of the Complaint, Defendant has insufficient
2 information or belief to admit or deny any remaining allegations and, on that basis, denies the
3 allegations.

4 157. In response to paragraph 157 of the Complaint, Defendant has insufficient
5 information or belief to admit or deny any remaining allegations and, on that basis, denies the
6 allegations.

7 158. In response to paragraph 158 of the Complaint, Defendant denies each and every
8 allegation contained therein.

9 159. In response to paragraph 159 of the Complaint, Defendant denies each and every
10 allegation contained therein.

11 160. In response to paragraph 160 of the Complaint, Defendant denies each and every
12 allegation contained therein.

13 161. In response to paragraph 161 of the Complaint, Defendant denies each and every
14 allegation contained therein.

15 162. In response to paragraph 162 of the Complaint, Defendant denies that it failed to
16 pay all wages due to any employee. Defendant denies that any Plaintiff is entitled to any relief
17 whatsoever.

18 **THIRD CLAIM FOR RELIEF**

19 **Failure to Pay Minimum Wages**

20 **[Cal. Labor Code § § 1182.12, 1194, 1194.2, 1197, 1198;**

21 **IWC Wage Order No. 5-2001, § 4]**

22 **(Brought by All Plaintiffs on behalf of Themselves and the Plaintiff Class**

23 **Against All Defendants)**

24 163. In response to paragraph 163 of the Complaint, Defendant realleges and
25 incorporates by reference all previous paragraphs. Defendant denies that any Plaintiff is
26 entitled to any relief whatsoever.

27 164. In response to paragraph 164 of the Complaint, Defendant denies that it failed to
28 pay all wages due to any employee.

1 165. In response to paragraph 165 of the Complaint, Defendant denies that it failed to
2 pay all wages due to any employee

3 166. In response to paragraph 166 of the Complaint, Defendant denies that
4 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
5 controls the terms or conditions of. Employment of Defendant's employees. Defendant denies
6 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
7 employees. Defendant denies that it failed to pay all wages due to any employee. Defendant
8 denies each and every allegation contained therein.

9 167. In response to paragraph 167 of the Complaint, Defendant denies that
10 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
11 controls the terms or conditions of. Employment of Defendant's employees. Defendant denies
12 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
13 employees. Defendant denies that it failed to pay all wages due to any employee. Defendant
14 denies each and every allegation contained therein.

15 168. In response to paragraph 168 of the Complaint, Defendant denies that
16 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
17 controls the terms or conditions of. Employment of Defendant's employees. Defendant denies
18 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
19 employees. Defendant denies that it failed to pay all wages due to any employee.

20 169. In response to paragraph 169 of the Complaint, Defendant denies that it failed to
21 pay all wages due to any employee. Defendant denies that any Plaintiff is entitled to any relief
22 whatsoever.

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FOURTH CLAIM FOR RELIEF

Failure to Provide Required Meal Periods or Pay Missed Meal Period Wages

[Cal. Labor Code §§226.7, 512, 1194.5, 1198; IWC Wage Order No. 5-2001, § 11]

(Brought by All Plaintiffs on behalf of Themselves and the Plaintiff Class Against All Defendants)

170. In response to paragraph 170 of the Complaint, Defendant realleges and incorporates by reference all previous paragraphs.

171. In response to paragraph 171 of the Complaint, Defendant denies that it failed to pay all wages due to any employee. Defendant denies that any Plaintiff is entitled to any relief whatsoever.

172. In response to paragraph 172 of the Complaint, Defendant denies that it failed to pay all wages due to any employee. Defendant denies that any Plaintiff is entitled to any relief whatsoever.

173. In response to paragraph 173 of the Complaint, Defendant denies that McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's controls the terms or conditions of. Employment of Defendant's employees. Defendant denies that it failed to pay minimum wage or above and any other applicable pay to Defendant's employees. Defendant denies that it failed to pay all wages due to any employee. Defendant denies each and every allegation contained therein.

174. In response to paragraph 174 of the Complaint, Defendant denies that McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's controls the terms or conditions of. Employment of Defendant's employees. Defendant denies that it failed to pay minimum wage or above and any other applicable pay to Defendant's employees. Defendant denies that it failed to pay all wages due to any employee. Defendant denies each and every allegation contained therein.

175. In response to paragraph 175 of the Complaint, Defendant denies that McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's controls the terms or conditions of. Employment of Defendant's employees. Defendant denies

1 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
2 employees. Defendant denies that it failed to pay all wages due to any employee. Defendant
3 denies each and every allegation contained therein.

4 176. In response to paragraph 176 of the Complaint, Defendant denies that
5 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
6 controls the terms or conditions of. Employment of Defendant's employees. Defendant denies
7 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
8 employees. Defendant denies that it failed to pay all wages due to any employee.

9 177. In response to paragraph 177 of the Complaint, Defendant denies that it failed to
10 pay all wages due to any employee. Defendant denies that any Plaintiff is entitled to any relief
11 whatsoever.

12 **FIFTH CLAIM FOR RELIEF**

13 **Failure to Provide Required Rest Breaks or Pay Missed Rest Break Wages**

14 **[Cal. Labor Code §§ 226.7, 1194.5, 1198; IWC Wage Order No. 5-2001, § 12]**

15 **(Brought by All Plaintiffs on behalf of Themselves and The Plaintiff Class Against All**
16 **Defendants)**

17 178. In response to paragraph 178 of the Complaint, Defendant realleges and
18 incorporates by reference all previous paragraphs.

19 179. In response to paragraph 179 of the Complaint, Defendant denies that it failed to
20 pay all wages due to any employee. Defendant denies that any Plaintiff is entitled to any relief
21 whatsoever.

22 180. In response to paragraph 180 of the Complaint, Defendant denies that it failed to
23 pay all wages due to any employee. Defendant denies that any Plaintiff is entitled to any relief
24 whatsoever.

25 181. In response to paragraph 181 of the Complaint, Defendant denies that
26 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
27 controls the terms or conditions of employment of Defendant's employees. Defendant denies
28 that it failed to pay minimum wage or above and any other applicable pay to Defendant's

1 employees. Defendant denies that it failed to pay all wages due to any employee. Defendant
2 denies each and every allegation contained therein.

3 a. In response to paragraph 181a of the Complaint, Defendant denies that
4 McDonald's jointly operates Defendant's restaurants. Defendant denies that
5 McDonald's controls the terms or conditions of. Employment of Defendant's
6 employees. Defendant denies that it failed to pay minimum wage or above and
7 any other applicable pay to Defendant's employees. Defendant denies that it
8 failed to pay all wages due to any employee. Defendant denies each and every
9 allegation contained therein.

10 b. In response to paragraph 181b of the Complaint, Defendant denies that
11 McDonald's jointly operates Defendant's restaurants. Defendant denies that
12 McDonald's controls the terms or conditions of. Employment of Defendant's
13 employees. Defendant denies that it failed to pay minimum wage or above and
14 any other applicable pay to Defendant's employees. Defendant denies that it
15 failed to pay all wages due to any employee. Defendant denies each and every
16 allegation contained therein.

17 182. In response to paragraph 182 of the Complaint, Defendant denies that
18 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
19 controls the terms or conditions of. Employment of Defendant's employees. Defendant denies
20 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
21 employees. Defendant denies that it failed to pay all wages due to any employee. Defendant
22 denies each and every allegation contained therein.

23 183. In response to paragraph 183 of the Complaint, Defendant denies that
24 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
25 controls the terms or conditions of. Employment of Defendant's employees. Defendant denies
26 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
27 employees. Defendant denies that it failed to pay all wages due to any employee. Defendant
28 denies each and every allegation contained therein.

184. In response to paragraph 184 of the Complaint, Defendant denies that McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's controls the terms or conditions of. Employment of Defendant's employees. Defendant denies that it failed to pay minimum wage or above and any other applicable pay to Defendant's employees. Defendant denies that it failed to pay all wages due to any employee. Defendant denies that it failed to pay all wages due to any employee.

185. In response to paragraph 185 of the Complaint, Defendant denies that it failed to pay all wages due to any employee. Defendant denies that any Plaintiff is entitled to any relief whatsoever.

SIXTH CLAIM FOR RELIEF

Failure to Maintain Required Records

[Cal. Labor Code §§ 226, 1174, 1194.5, 1198; IWC Wage Order No 5-2001, § 7)

**(Brought by All Plaintiffs on behalf of Themselves and the
Plaintiff Class Against All Defendants)**

186. In response to paragraph 186 of the Complaint, Defendant realleges and incorporates by reference all previous paragraphs.

187. In response to paragraph 187 of the Complaint, Defendant denies that it failed to pay all wages due to any employee.

188. In response to paragraph 188 of the Complaint, Defendant denies that it failed to pay all wages due to any employee.

189. In response to paragraph 189 of the Complaint, Defendant denies that McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's controls the terms or conditions of. Employment of Defendant's employees. Defendant denies that it failed to pay minimum wage or above and any other applicable pay to Defendant's employees. Defendant denies that it failed to pay all wages due to any employee. Defendant denies each and every allegation contained therein.

190. In response to paragraph 190 of the Complaint, Defendant denies that McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's

1 controls the terms or conditions of. Employment of Defendant's employees. Defendant denies
2 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
3 employees. Defendant denies that it failed to pay all wages due to any employee. Defendant
4 denies each and every allegation contained therein.

5 191. In response to paragraph 191 of the Complaint, Defendant denies that
6 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
7 controls the terms or conditions of. Employment of Defendant's employees. Defendant denies
8 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
9 employees. Defendant denies that it failed to pay all wages due to any employee. Defendant
10 denies each and every allegation contained therein.

11 192. In response to paragraph 192 of the Complaint, Defendant denies that
12 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
13 controls the terms or conditions of. Employment of Defendant's employees. Defendant denies
14 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
15 employees. Defendant denies that it failed to pay all wages due to any employee. Defendant
16 denies each and every allegation contained therein.

17 193. In response to paragraph 193 of the Complaint, Defendant denies that it failed to
18 pay all wages due to any employee. Defendant denies that any Plaintiff is entitled to any relief
19 whatsoever.

20 **SEVENTH CLAIM FOR RELIEF**

21 **Failure to Furnish Accurate Itemized Wage Statements**

22 **[Cal. Labor Code §§204, 226; IWC Wage Order No. 5-2001, § 7]**

23 **(Brought by All Plaintiffs on behalf of Themselves and**
24 **the Plaintiff Class Against All Defendants**

25 194. In response to paragraph 194 of the Complaint, Defendant realleges and
26 incorporates by reference all previous paragraphs.

27 195. In response to paragraph 195 of the Complaint, D Defendant denies that it failed
28 to pay all wages due to any employee.

1 196. In response to paragraph 196 of the Complaint, Defendant denies that it failed to
2 pay all wages due to any employee.

3 197. In response to paragraph 197 of the Complaint, Defendant denies that it failed to
4 pay all wages due to any employee.

5 198. In response to paragraph 198 of the Complaint, Defendant denies that it failed to
6 pay all wages due to any employee.

7 199. In response to paragraph 199 of the Complaint, Defendant denies that
8 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
9 controls the terms or conditions of. Employment of Defendant's employees. Defendant denies
10 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
11 employees. Defendant denies that it failed to pay all wages due to any employee. Defendant
12 denies each and every allegation contained therein.

13 200. In response to paragraph 200 of the Complaint, Defendant denies that
14 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
15 controls the terms or conditions of. Employment of Defendant's employees. Defendant denies
16 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
17 employees. Defendant denies that it failed to pay all wages due to any employee. Defendant
18 denies each and every allegation contained therein.

19 201. In response to paragraph 201 of the Complaint, Defendant denies that it failed to
20 pay all wages due to any employee. Defendant denies that any Plaintiff is entitled to any relief
21 whatsoever.

22 **EIGHTH CLAIM FOR RELIEF**

23 **Failure to Indemnify Employees for Necessary Expenses**

24 **[Cal. Labor Code §§221, 450, 1198, 2802, 1194.5; IWC Wage Order No. 5-2001, § 8]**

25 **(Brought by All Plaintiffs on behalf of Themselves and**

26 **the Plaintiff Class Against All Defendants)**

27 202. In response to paragraph 202 of the Complaint, Defendant realleges and
28 incorporates by reference all previous paragraphs.

1 203. In response to paragraph 203 of the Complaint, Defendant denies that it failed to
2 pay all wages due to any employee.

3 204. In response to paragraph 63 of the Complaint, Defendant denies that
4 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
5 controls the terms or conditions of. Employment of Defendant's employees. Defendant denies
6 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
7 employees. Defendant denies that it failed to pay all wages due to any employee. Defendant
8 denies each and every allegation contained therein.

9 205. In response to paragraph 64 of the Complaint, Defendant denies that
10 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
11 controls the terms or conditions of. Employment of Defendant's employees. Defendant denies
12 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
13 employees. Defendant denies that it failed to pay all wages due to any employee. Defendant
14 denies each and every allegation contained therein.

15 206. In response to paragraph 206 of the Complaint, Defendant denies that
16 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
17 controls the terms or conditions of. Employment of Defendant's employees. Defendant denies
18 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
19 employees. Defendant denies that it failed to pay all wages due to any employee. Defendant
20 denies each and every allegation contained therein.

21 207. In response to paragraph 207 of the Complaint, Defendant denies that it failed to
22 pay all wages due to any employee. Defendant denies each and every allegation contained
23 therein.

24 208. In response to paragraph 208 of the Complaint, Defendant denies that it failed to
25 pay all wages due to any employee. Defendant denies each and every allegation contained
26 therein.

27 209. In response to paragraph 209 of the Complaint, Defendant denies that
28 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's

controls the terms or conditions of. Employment of Defendant's employees. Defendant denies that it failed to pay minimum wage or above and any other applicable pay to Defendant's employees. Defendant denies that it failed to pay all wages due to any employee. Defendant denies each and every allegation contained therein.

210. In response to paragraph 210 of the Complaint, Defendant denies that it failed to pay all wages due to any employee. Defendant denies that any Plaintiff is entitled to any relief whatsoever.

NINTH CLAIM FOR RELIEF

Negligence

(Brought by All Plaintiffs on behalf of Themselves and the Plaintiff Class Against Defendant McDonald's)

211. In response to paragraph 211 of the Complaint, D Defendant realleges and incorporates by reference all previous paragraphs.

212. In response to paragraph 212 of the Complaint, Defendant does admit or deny the allegations purportedly directed at McDonald's alone.

213. In response to paragraph 213 of the Complaint, Defendant does admit or deny the allegations purportedly directed at McDonald's alone.

214. In response to paragraph 214 of the Complaint, D Defendant does admit or deny the allegations purportedly directed at McDonald's alone.

215. In response to paragraph 215 of the Complaint, Defendant denies each and every allegation contained therein. Defendant denies that any Plaintiff is entitled to any relief whatsoever.

TENTH CLAIM FOR RELIEF

(California Labor Code Private Attorneys General Act

[Cal. Labor Code § 2698, et seq.]

216. In response to paragraph 216 of the Complaint, Defendant realleges and incorporates by reference all previous paragraphs.

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1 217. In response to paragraph 217 of the Complaint, Defendant denies that it failed to
2 pay all wages due to any employee.

3 218. In response to paragraph 218 of the Complaint, Defendant denies that it failed to
4 pay all wages due to any employee.

5 219. In response to paragraph 219 of the Complaint, Defendant denies that
6 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
7 controls the terms or conditions of. Employment of Defendant's employees. Defendant denies
8 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
9 employees. Defendant denies that it failed to pay all wages due to any employee. Defendant
10 denies each and every allegation contained therein.

11 220. In response to paragraph 265 of the Complaint, Defendant does not admit or
12 deny the statements, conclusions or argument set forth in the paragraph which do not constitute
13 allegations of fact sufficient to state a claim.

14 221. In response to paragraph 221 of the Complaint, Defendant denies that
15 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
16 controls the terms or conditions of. Employment of Defendant's employees. Defendant denies
17 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
18 employees. Defendant denies that it failed to pay all wages due to any employee. Defendant
19 denies each and every allegation contained therein.

20 222. In response to paragraph 222 of the Complaint, Defendant denies that
21 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
22 controls the terms or conditions of. Employment of Defendant's employees. Defendant denies
23 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
24 employees. Defendant denies that it failed to pay all wages due to any employee. Defendant
25 denies each and every allegation contained therein.

26 223. In response to paragraph 223 of the Complaint, Defendant denies that
27 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
28 controls the terms or conditions of. Employment of Defendant's employees. Defendant denies

1 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
 2 employees. Defendant denies that it failed to pay all wages due to any employee. Defendant
 3 denies each and every allegation contained therein.

4 224. In response to paragraph 224 of the Complaint, Defendant has insufficient
 5 information or belief to admit or deny any remaining allegations and, on that basis, denies the
 6 allegations.

7 225. In response to paragraph 225 of the Complaint, Defendant has insufficient
 8 information or belief to admit or deny any remaining allegations and, on that basis, denies the
 9 allegations.

10 226. In response to paragraph 226 of the Complaint, Defendant has insufficient
 11 information or belief to admit or deny any remaining allegations and, on that basis, denies the
 12 allegations.

13 227. In response to paragraph 227 of the Complaint, Defendant denies that
 14 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
 15 controls the terms or conditions of. Employment of Defendant's employees. Defendant denies
 16 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
 17 employees. Defendant denies that it failed to pay all wages due to any employee. Defendant
 18 denies each and every allegation contained therein. Defendant denies that any Plaintiff is
 19 entitled to any relief whatsoever.

20 **ELEVENTH CLAIM FOR RELIEF**

21 **Unfair and Unlawful Business Practices**

22 **[Cal. Bus. & Prof. Code § 17900, et seq.]**

23 **(Brought by All Plaintiffs on behalf of Themselves and**
 24 **the Plaintiffs Class Against All Defendants)**

25 228. In response to paragraph 228 of the Complaint, Defendant realleges and
 26 incorporates by reference all previous paragraphs.

27 229. In response to paragraph 229 of the Complaint, Defendant denies that
 28 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's

1 controls the terms or conditions of. Employment of Defendant's employees. Defendant denies
2 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
3 employees. Defendant denies that it failed to pay all wages due to any employee. Defendant
4 denies each and every allegation contained therein.

5 230. In response to paragraph 230 of the Complaint, Defendant denies that
6 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
7 controls the terms or conditions of. Employment of Defendant's employees. Defendant denies
8 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
9 employees. Defendant denies that it failed to pay all wages due to any employee. Defendant
10 denies each and every allegation contained therein.

11 231. In response to paragraph 231 of the Complaint, Defendant denies that
12 McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's
13 controls the terms or conditions of. Employment of Defendant's employees. Defendant denies
14 that it failed to pay minimum wage or above and any other applicable pay to Defendant's
15 employees. Defendant denies that it failed to pay all wages due to any employee. Defendant
16 denies each and every allegation contained therein. Defendant denies that any Plaintiff is
17 entitled to any relief whatsoever.

18 **TWELFTH CLAIM FOR RELIEF**

19 **Declaratory Judgment**

20 **(Brought by All Plaintiffs on behalf of Themselves and**
21 **the Plaintiff Class Against All Defendants)**

22 232. In response to paragraph 232 of the Complaint, Defendant realleges and
23 incorporates by reference all previous paragraphs.

24 233. In response to paragraph 233 of the Complaint, Defendant denies each and every
25 allegation contained therein.

26 234. In response to paragraph 234 of the Complaint, Defendant denies each and every
27 allegation contained therein. Defendant denies that any Plaintiff is entitled to any relief
28 whatsoever.

THIRTEENTH CLAIM FOR RELIEF

Retaliation

[Cal. Labor Code § 98.6]

(Brought by Plaintiff Salazar Against All Defendants)

235. In response to paragraph 235 of the Complaint, Defendant realleges and incorporates by reference all previous paragraphs.

236. In response to paragraph 236 of the Complaint, Defendant denies that it failed to pay all wages due to any employee.

237. In response to paragraph 237 of the Complaint, Defendant denies that McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's controls the terms or conditions of. Employment of Defendant's employees. Defendant denies that it failed to pay minimum wage or above and any other applicable pay to Defendant's employees. Defendant denies that it failed to pay all wages due to any employee. Defendant denies each and every allegation contained therein.

238. In response to paragraph 238 of the Complaint, Defendant denies that it failed to pay all wages due to any employee.

239. In response to paragraph 239 of the Complaint, Defendant denies that McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's controls the terms or conditions of. Employment of Defendant's employees. Defendant denies that it failed to pay minimum wage or above and any other applicable pay to Defendant's employees. Defendant denies that it failed to pay all wages due to any employee. Defendant denies each and every allegation contained therein.

240. In response to paragraph 240 of the Complaint, Defendant denies that McDonald's jointly operates Defendant's restaurants. Defendant denies that McDonald's controls the terms or conditions of. Employment of Defendant's employees. Defendant denies that it failed to pay minimum wage or above and any other applicable pay to Defendant's employees. Defendant denies that it failed to pay all wages due to any employee. Defendant

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denies each and every allegation contained therein. Defendant denies that any Plaintiff is entitled to any relief whatsoever.

In further answer to Plaintiffs' Complaint, and as separate and distinct defenses, Defendant alleges the following additional defenses. In asserting these defenses, Defendant does not assume the burden of proof as to matters that, pursuant to law, are Plaintiffs' burden to prove.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

1. Neither Plaintiffs' Complaint nor any purported cause of action alleged therein states facts sufficient to constitute claims upon which relief can be granted against Defendant.

SECOND AFFIRMATIVE DEFENSE

(Laches, Unclean Hands, Waiver and Estoppel)

2. Plaintiffs are not entitled to any relief to the extent they forfeited their rights to relief under the doctrines of laches or unclean hands, waived their rights to relief, or are estopped from seeking the relief requested in the Complaint.

THIRD AFFIRMATIVE DEFENSE

(Failure to Exhaust Administrative Remedies)

3. Plaintiffs failed to exhaust their administrative remedies under applicable law, including, but not limited to, the Labor Code Private Attorney General Act of 2004 (Labor Code Section 2698, *et seq.*), and therefore Plaintiffs' legal causes of action are barred.

FOURTH AFFIRMATIVE DEFENSE

(Statute of Limitations)

4. Plaintiffs' claims and the claims of those they seek to represent, in whole or in part, are barred by the applicable statutes of limitations, including, but not limited to, Code of Civil Procedure sections 335, 337, 338, 339, and 340, Labor Code section 2699.3, and California Business and Professions Code section 17208.

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FIFTH AFFIRMATIVE DEFENSE**(Certification Not Appropriate)**

5. Plaintiffs' claims are not appropriate for class treatment because, among other things, the issues raised in Plaintiffs' Complaint lack sufficient typicality, commonality, and numerosity to support certification of the class. Additionally, individualized issues predominate and class treatment would neither be manageable nor a superior method for addressing the claims raised in the Complaint. Further, Plaintiffs are not adequate class representatives.

SIXTH AFFIRMATIVE DEFENSE**(Due Process, Class Action)**

6. Plaintiffs' attempt to pursue this case as a class action violates Defendant's constitutional rights to a jury trial and to due process, and Plaintiffs' attempts to pursue this case as a class action fail because an independent and individual analysis of Plaintiffs' claims and the claims of each putative class member and each of Defendant's defenses is required.

SEVENTH AFFIRMATIVE DEFENSE**(No Willfulness)**

7. Plaintiffs are not entitled to the relief requested in the Complaint because, even if unlawful actions occurred, which the Defendant denies, such conduct was not committed, countenanced, ratified or approved by managing agents of Defendant. Defendant acted in good faith that they were in compliance with the California Labor Code, the wage orders of the Industrial Welfare Commission as well as all other applicable state and federal laws.

EIGHTH AFFIRMATIVE DEFENSE**(No Injury)**

8. Plaintiffs are not entitled to recover damages for any alleged violation of California Labor code sections 226 or 2802 because Plaintiffs sustained no injuries from any alleged failure of Defendant to comply with Labor Code sections 226, subdivision (a) or 2802.

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1 **NINTH AFFIRMATIVE DEFENSE**

2 **(Private Attorney Generals Act)**

3 9. Plaintiffs' claims are barred to the extent that the California Labor and
4 Workforce Development Agency conducts an investigation into Plaintiffs' claims for relief
5 under the Private Attorney Generals Act of 2004 (Lab. Code § 2698 *et seq.*) and issues citations
6 regarding such claims.

7 **TENTH AFFIRMATIVE DEFENSE**

8 **(Lack of Competitive Injury)**

9 10. Plaintiffs lack standing under Business and Professions Code section 17200 *et*
10 *seq.*, because neither the Plaintiffs nor the alleged class have suffered a competitive injury.

11 **ELEVENTH AFFIRMATIVE DEFENSE**

12 **(Failure to State Claim for Punitive Damages)**

13 11. Plaintiffs are not entitled to recover any punitive, double or exemplary damages,
14 and any allegations with respect thereto should be stricken because Plaintiffs have failed to
15 plead and cannot prove facts sufficient to support allegations of oppression, fraud and/or
16 malice.

17 **TWELFTH AFFIRMATIVE DEFENSE**

18 **(Violation of Due Process, Disgorgement of Profits, and Statutory Penalties)**

19 12. The imposition of statutory penalties and/or a disgorgement of profits would
20 violate Defendant's rights, including the right to due process and equal protection, under the
21 California and United States Constitutions and other laws.

22 **THIRTEENTH AFFIRMATIVE DEFENSE**

23 **(No Penalties or Premium Pay)**

24 13. Plaintiffs and those they seek to represent are not entitled to any penalty award
25 or premium pay under the California Labor Code, including but not limited to Section 203, 558,
26 at all times relevant and material herein, as Defendant did not willfully fail to comply with the
27 compensation provisions of the California Labor Code, but rather acted in good faith and had

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1 reasonable grounds for believing that it did not violate the compensation provisions of the
2 California Labor Code.

3 **FOURTEENTH AFFIRMATIVE DEFENSE**

4 **(Injunctive Relief Improper)**

5 14. Plaintiffs' claims for injunctive relief are barred because Plaintiffs and those
6 they seeks to represent have an adequate and complete remedy at law, and/or Plaintiffs cannot
7 make the requisite showing to obtain injunctive relief under California law.

8 **FIFTEENTH AFFIRMATIVE DEFENSE**

9 **(No Entitlement to Attorneys' Fees)**

10 15. Plaintiffs' claims for attorneys' fees are barred, in whole or in part, because they
11 violate the rights of Defendant to protection from procedural "due process" and/or "excessive
12 fines" as provided in the United States Constitution, as amended, and in the Constitution of the
13 State of California.

14 **SIXTEENTH AFFIRMATIVE DEFENSE**

15 **(No Entitlement to Attorneys' Fees or Costs)**

16 16. The Complaint fails to properly state a claim for recovery of costs and attorneys'
17 fees under California Labor Code sections 1194, California Code of Civil Procedure sections
18 1021.5, and 1032, *et seq.*, or any other basis.

19 **SEVENTEENTH AFFIRMATIVE DEFENSE**

20 **(No Continuing Violation)**

21 17. Plaintiffs' prayers for restitution under California Business and Professions
22 Code section 17200, *et seq.*, are barred with respect to any alleged violations that have been
23 discontinued, have ceased, or are not likely to recur.

24 **EIGHTEENTH AFFIRMATIVE DEFENSE**

25 **(Failure to Mitigate Damages)**

26 18. Plaintiffs' claims for damages are barred, in whole or in part, to the extent that
27 Plaintiffs have failed to exercise reasonable diligence in mitigating his alleged damages, if any,

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1 and to the extent of such failure to mitigate, any damages awarded to Plaintiffs should be
2 reduced accordingly.

3 **NINETEENTH AFFIRMATIVE DEFENSE**

4 **(Workers' Compensation Preemption)**

5 19. Plaintiffs' claims, and the claims of those they seek to represent, are barred and
6 preempted by the exclusivity provision of the California Workers' Compensation Act.
7 Plaintiffs were covered by the Workers' Compensation Act at the time of Plaintiffs' alleged
8 injuries and said injuries arose, if at all, out of Plaintiffs' employment.

9 **TWENTIETH AFFIRMATIVE DEFENSE**

10 **(Voluntary Waiver of Meal and Rest Breaks)**

11 20. Plaintiffs' Complaint is barred to the extent Defendant provided required meal
12 and rest breaks in compliance with all California requirements and Plaintiffs or the members of
13 the putative class voluntarily waived their right to take the meal or rest breaks as provided.

14 **TWENTY FIRST AFFIRMATIVE DEFENSE**

15 **(Failure to Exercise Reasonable Diligence)**

16 21. Plaintiffs and the members of the putative class are barred from recovering any
17 damages for lost wages or any recovery for lost wages must be reduced, if and to the extent that
18 Plaintiffs or putative class members failed to exhaust internal remedies to receive alleged
19 unpaid wages or to otherwise exercise reasonable diligence to mitigate their alleged damages, if
20 any.

21 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

22 **(Offset)**

23 22. Plaintiffs and the members of the putative class are barred from recovering any
24 damages for lost wages, or any recovery for lost wages must be offset or reduced, if and to the
25 extent Defendant already compensated them fully or in excess of what was required by law, or
26 Defendant is entitled to a set-off for amounts Plaintiffs or putative class members owe
27 Defendant for receipt of wages or other benefits to which they were not entitled or did not earn.

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TWENTY-THIRD AFFIRMATIVE DEFENSE

(Labor Code § 2856)

23. Defendant is informed and believes, and thereon alleges, that any recovery on Plaintiffs' Complaint, or on each purported cause of action alleged therein, is barred by California Labor Code sections 2854 and 2856 in that Plaintiffs failed to use ordinary care and diligence in the performance of their duties and failed to comply substantially with the reasonable directions of Defendant.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

(De Minimis)

24. To the extent Plaintiffs or the members of the putative class were under the control of Defendant while off-the-clock, which Defendant expressly denies, such time was *de minimis* and is not compensable.

ADDITIONAL DEFENSES

25. Defendant has not knowingly or intentionally waived any applicable affirmative or other defenses and reserves the right to assert and rely on such other applicable affirmative or other defenses as may later become available or apparent. Defendant further reserves the right to amend its answer and/or affirmative or other defenses accordingly and/or to delete defenses that it determines are not applicable during the course of subsequent discovery.

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PRAYER

WHEREFORE, Defendant prays for judgment as follows:

1. That Plaintiffs take nothing by their Complaint on file herein;
2. That judgment be entered in favor of the Defendant and against Plaintiffs on all causes of action;
3. That Defendant be awarded reasonable attorneys' fees according to proof;

DATED: November 24, 2014

FISHER & PHILLIPS LLP

By: s/Regina A. Petty
REGINA A. PETTY
KATARZYNA W. NOWAK
Attorneys for Defendant BOBBY O
HAYNES SR. AND CAROL R. HAYNES
FAMILY LIMITED PARTNERSHIP
d/b/a McDONALD'S

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA		COURT USE ONLY
TITLE OF CASE (ABBREVIATED) Guadalupe Salazar, Genoveva Lopez and Judith Zarate v. McDonald's Corp., McDonald's U.S.A. McDonald's Restaurants of California, Inc. and Bobby O. Haynes and Carole R. Haynes Family Limited Partnership d/b/a McDonald's		
ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME AND ADDRESS): Regina A. Petty [SBN 106163] Email: rpetty@laborlawyers.com FISHER & PHILLIPS LLP 4747 Executive Drive, Suite 1000 San Diego, California 92101		TELEPHONE NO.: Telephone: (858) 597-9600 Facsimile: (858) 597-9601
ATTORNEYS FOR: DEFENDANT Bobby O. Haynes Sr. and Carol R. Haynes Family Limited Partnership d/b/a McDonald's (erroneously sued as Bobby O. Haynes and Carole R. Haynes Family Limited Partnership d/b/a McDonalds)	HEARING DATE - TIME	CASE NUMBER: <u>3:14-cv-02096-RS</u>
PROOF OF SERVICE - DECLARATION OF SERVICE		

At the time of service I was over 18 years of age and not a party to this action. My residence or business address is: 4747 Executive Drive, Suite 1000, San Diego, California, 92121

On **November 24, 2014** I served the following documents (specify):

ANSWER OF DEFENDANT BOBBY O. HAYNES AND CAROL R. HAYNES FAMILY LIMITED PARTNERSHIP TO PLAINTIFFS' FIRST AMENDED COMPLAINT

☐ The documents are listed in the Attachment to Proof of Service.

I served the documents on the **person or persons** below, as follows:

Michael Rubin [SBN 80618] Barbara J. Chisholm [SBN 224656] Matthew J. Murray [SBN 271461] ALTSHULER BERZON LLP 177 Post Street, Suite 300 San Francisco, California 94108 Telephone: (415) 421-7151 Facsimile: (415) 362-8064 Email: mrubin@altber.com bchisholm@altber.com mmurray@altber.com Counsel for Plaintiffs	Fred W. Alvarez [SBN 68115] Allison B. Moser [SBN 223065] JONES DAY Silicon Valley Office 1755 Embarcadero Road Palo Alto, California 94303 Telephone: (650) 739-3939 Facsimile: (650) 739-3900 Email: falvarez@jonesday.com amoser@jonesday.com Counsel for Defendants McDonald's Corporation, McDonald's U.S.A. and McDonald's Restaurants of California
Joseph Marc Sellers Abigail E. Shafroth COHEN MILSTEIN SELLERS & TOLL, PLLC 1100 New York Avenue NW, Suite 500 Washington, DC 20005 Telephone: (202) 408-4600 Facsimile: (202) 408-4699 Email: jsellers@cohenmilstein.com ashafroth@cohenmilstein.com Pro Hac Vice Counsel for Plaintiffs	Matthew W. Lampe JONES DAY 222 East 41 st Street New York, New York 10017-6702 Telephone: (212) 326-3939 Email: mlampe@jonesday.com Pro Hac Vice Counsel for Defendants McDonald's Corporation, McDonald's U.S.A. and McDonald's Restaurants of California

Guadalupe Salazar, Genoveva Lopez and Judith Zarate v. McDonald's Corp., McDonald's U.S.A. McDonald's Restaurants of California, Inc. and Bobby O. Haynes and Carole R. Haynes Family Limited Partnership d/b/a McDonald's

	Elizabeth B. McRee JONES DAY 77 West Wacker Drive, Suite 3500 Chicago, Illinois 60601-1692 Telephone: (312)782-3939 Email: emcree@JonesDay.com <i>Pro Hac Vice Counsel for Defendants McDonald's Corporation, McDonald's U.S.A. and McDonald's Restaurants of California</i>
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☒ **By ELECTRONIC SUBMISSION.** I served the above listed document(s) described via the United States District Court's Electronic Filing Program on the designated recipients **via electronic transmission through the CM/ECF system on the Court's website.** The Court's CM/ECF system will generate a Notice of Electronic Filing (NEF) to the filing party, the assigned judge, and any registered users in the case. The NEF will constitute service of the document(s). Registration as a CM/ECF user constitutes consent to electronic service through the court's transmission facilities.

☐ **Additional parties' counsel who are not registered CM/ECF user according to the court's NEF, were served via the following means:**

☐ **By personal service.** I personally delivered copies to the person served.

☐ **By fax transmission.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed above. No error was reported by the fax machine used. A copy of the record of transmission is attached.

☐ **By United States mail.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses below and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business practice for collection and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

☐ **By overnight delivery.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses listed above. I am readily familiar with this business practice for collection and processing envelopes and packages for overnight delivery. On the same day that envelope or package is placed for collection and delivery, it is deposited in the ordinary course of business with and overnight delivery service, in a sealed envelope or package.

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made. Executed **November 24, 2014** at San Francisco California.

/s/ Regina A. Petty

Regina A. Petty